



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

DAVID SANDERS, PH.D.
Director

September 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District
YVONNE B. BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE AGREEMENT WITH VIP XO, INC. FOR PROVISION OF
INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the attached agreement with VIP XO, Inc. to provide transportation services for youth to attend LifeSkills courses at various community college locations throughout Los Angeles County. The term of the agreement is for one (1) year, commencing September 19, 2005 through September 18, 2006, with the option to extend for up to two (2) additional one (1) year periods for a maximum total Contract term of three (3) years. The maximum annual contract sum is \$200,000, and the maximum total contract sum, should the optional extensions be exercised is \$600,000, which is 100% federally funded. The cost for FY 2005-06 is \$156,667. Sufficient funding is included in the FY 2005-06 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee, to exercise the two (2) optional one (1) year extensions by written notice, after the Chief Administrative Office (CAO) approval; and instruct the Director of DCFS to notify your Board and the CAO, in writing, within ten (10) workdays that an extension option has been exercised.
3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to increase or decrease the maximum contract amount by no more than 10% of the original maximum contract amount, if necessary, to accommodate an increased or decreased service need provided: (a) sufficient funding is available, (b) County Counsel and CAO approval is obtained prior to executing the amendment, and (c) the Director of DCFS notifies the Board and the CAO in writing within ten (10) workdays of executing the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended action is to provide transportation to DCFS youth enrolled in various LifeSkills courses throughout Los Angeles County at community college locations.

Durham Transportation, Inc. is the current provider of services under agreement number 74159, which expires on September 17, 2005. VIP XO, Inc. was selected through a formal Invitation for Bid (IFB) process that was recently conducted, and was the only bidder to submit a bid in response to the IFB.

The service contracted for in this agreement provides valuable transportation services to some 800 youth during the course of each fiscal year, allowing them to attend a number of classes and workshops to assist youth in the transition through emancipation.

Without approval of the recommended actions, the ability of many youth to attend these seminars and workshops may be compromised.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. The Department had originally intended to extend the Agreement with the current vendor, Durham Transportation, for a period of three months to allow sufficient time to complete the bid process. Durham Transportation, however, declined the opportunity, and further, did not submit a bid in response to the IFB.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals #1 (Service Excellence), and #5 (Children and Families' Well-Being). The recommended actions will provide transportation for youth to seminars and workshops designed to enhance their ability to transition to college and workforce readiness.

FISCAL IMPACT/FINANCING

The maximum amount payable under the agreement is \$200,000 per year, with a three year maximum not to exceed \$600,000. The cost of this contract is fully financed using 100% federal Independent Living Program funds, with no net County cost. Funding is included in the FY 2005-06 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ILP program provides present and former foster youth, ages 14 to 21 with transportation to LifeSkill courses, seminars and training to help them prepare for and succeed in the challenges of adulthood and independence. By providing transportation services to youth who otherwise would not be able to attend the course, the County is able to ensure the largest possible number of foster youth have access to the learning experiences and hands on training provided by the ILP program.

Under the Agreement, the VIP XO, Inc. is required to consider qualified GAIN/GROW participants, and comply with the Child Support Compliance Program. Additionally, VIP XO, Inc. has indicated compliance with the County's Jury Service Program, and the recently required Charitable Contributions Act requirements. Required language pertaining to Safely Surrendered Baby Program is also included in the attached Agreement. The contract expressly provides that County has no obligation to pay for expenditures beyond the contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

This Board letter and attached agreement have been reviewed by County Counsel and the CAO. County Counsel has approved the agreement as to form. The contractor is in compliance with all Board, CAO and County Counsel requirements.

CONTRACTING PROCESS

The services were solicited through a formal Invitation for Bids. Over 200 potential service providers were identified through the Los Angeles County InfoLine and online service directories, and were sent announcements of the bid opening through the US Postal Service. The IFB was posted on the County's Website advertising bid and proposal opportunities – LA County Online (<http://camisvr.co.la.ca.us/lacobids/>). Additionally, the IFB was advertised on various dates in four regional news publications, including the Los Angeles Times.

The IFB was formally released on June 20, 2005. A Bidders Conference was held on June 29, 2005. The bids were due to the Department of Children and Family Services on July 11, 2005.

VIP XO, Inc. was the only company that elected to submit a bid for this service. Following the conclusion of the IFB process, DCFS conducted site visits and further investigation into the ability of the proposed contractor to adequately and effectively provide services. VIP XO, Inc. does meet the minimum requirements as stated in the IFB for provision of service, and after verifying the experience and capability of the proposed contractor, was selected for recommendation to your Board for approval of an agreement to provide services.

DCFS has determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply to this agreement.

IMPACT ON CURRENT SERVICES

Approval of the attached agreement will allow DCFS to continue to provide uninterrupted transportation services for current and former foster youth to attend training and seminar workshops to prepare them for the transition through emancipation.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

- | | |
|---|---|
| 1. Dept. of Children and Family Services
Contracts Administration
Attn: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020 | 2. Office of the County Counsel
Attn: Kathy Bramwell
Deputy County Counsel
201 Centre Plaza Drive
Ground Floor
Monterey Park, CA 91754 |
|---|---|

Respectfully Submitted,



DAVID SANDERS, PH.D.
Director, Department of
Children and Family Services

DS:WC:RFR:SS:ss

Attachment

c: Chief Administrative Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

VIP XO, INC.

FOR

ILP TRANSPORTATION SERVICES

SEPTEMBER 2005

**ILP TRANSPORTATION CONTRACT PROVISIONS
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
VIP XO, INC.
FOR
ILP TRANSPORTATION SERVICES**

This Contract and Exhibits made and entered into this 19TH day of September, 2005 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and VIP XO, INC. hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 341 E. Alondra Avenue, Gardena, CA 90248.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for Transportation Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Transportation Services; and

WHEREAS, pursuant to Los Angeles County Code Sections 2.121.250, et seq., COUNTY is permitted to contract with private business when, as here, COUNTY determines that the services can be performed more economically by a CONTRACTOR than by COUNTY employees, and

WHEREAS, CONTRACTOR has submitted an offer to COUNTY for provision of such services and based on competitive sealed bidding under Los Angeles County Code Section 2.121.320, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, pursuant to Government Code Sections 26227, 31000, and 53703, COUNTY is permitted to contract for services; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are of an extraordinary and professional nature; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise, and personnel necessary to provide such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - CONTRACTOR's Proposed Schedule
- 1.4 EXHIBIT D - CONTRACTOR's EEO Certification
- 1.5 EXHIBIT E - COUNTY's Administration
- 1.6 EXHIBIT F - CONTRACTOR's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **CONTRACTOR Project Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.5 **COUNTY Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Project Manager.
- 2.6 **COUNTY Project Manager:** Person designated by COUNTY's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Director:** The Director of the Department of Children and Family Services or his designee
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.

- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing on September 19, 2005 and after execution by COUNTY's Board of Supervisors, continuing through September 18, 2006, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the discretion of the Director of the Department of Children and Family Services or his designee, provided that approval of COUNTY's Chief Administrative Officer is obtained prior to any such extension.
- 4.3 CONTRACTOR shall notify the Department of Children and Family Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Children and Family Services at the address herein provided in Exhibit E - COUNTY's Administration.

5.0 CONTRACT SUM

- 5.1 The total amount of funds authorized for expenditure to the CONTRACTOR is the Maximum Contract Sum. For the three (3) year term of this Contract, the Maximum Contract Sum is Six Hundred Thousand Dollars (\$600,000). The amount payable under this Contract for each of the contract years shall not exceed the Maximum Annual Contract Sum of Two Hundred Thousand (\$200,000). As a result of unforeseeable increase in service demand, the Maximum Contract Sum and the Maximum Annual Contract Sum may be modified as set forth in Sub-paragraph 8.4.
- 5.1.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall

compensate CONTRACTOR for the service set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.

- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.2.1 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that the COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY at the address herein provided in Exhibit E - COUNTY's Administration.

- 5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Exhibit B - Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Ed Jewik, DCFS Finance
425 Shatto Place, Room 204
Los Angeles, CA 90020

5.5.6 COUNTY Approval of Invoices.

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval

for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in Exhibit E - COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY's Project Manager

The responsibilities of the COUNTY's Project Manager include:

- meeting with CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR's Project Manager

7.1.1 CONTRACTOR's Project Manager is designated in Exhibit F - CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 CONTRACTOR's Project Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Project Manager and Project Monitor on a regular basis.

7.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed

changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Manager.

7.3 CONTRACTOR's Staff Identification

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

7.4.2 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is

incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

- 7.4.3 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subCONTRACTORS providing services hereunder of the confidentiality provisions of this Contract. The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment, and Confidentiality Agreement", Exhibit G1.

The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Non-Employee Acknowledgment, and Confidentiality, Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any unapproved assignment or delegation shall be null and void. Any payments by the Department to any approved delegate or assignee on any claim under this Contract shall be deductible, at Department's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Department of Children and Family Services' express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR are authorized agents who have actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of COUNTY Counsel must be obtained for any changes, which affect the scope of work.
- 8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 8.4.3 For purposes of Sections 8.4.1 and 8.4.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 5.0, Contract Sum, of this Agreement.
- 8.4.4 Notwithstanding the provisions of Sections 8.4.1 and 8.4.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Agreement under the following conditions:
- 8.4.4.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.
- 8.4.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

8.4.4.3 Approval of COUNTY Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

8.4.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and COUNTY Counsel of all Agreement changes, in writing, within ten (10) days following execution of such amendment.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within thirty (30) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.5.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.2 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the COUNTY's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subCONTRACTORS of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit D - CONTRACTOR's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subCONTRACTOR to perform services for the COUNTY under the Contract, the subCONTRACTOR shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement

and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially

benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview

qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation

created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 CONTRACTOR Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 SubCONTRACTORs of CONTRACTOR

These terms shall also apply to SubCONTRACTORs of COUNTY CONTRACTORs.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORs to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its SubCONTRACTORs, if any, to post this poster in a prominent position in the SubCONTRACTOR's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
- 8.14.2 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant

to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees

performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services

covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment, and Confidentiality Agreement", Exhibit G1. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Non-Employee Acknowledgment, and Confidentiality Agreement", Exhibit G2.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subCONTRACTORS to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Walter Chan, DCFS Contracts Administration
425 Shatto Place, 4th Floor
Los Angeles, CA 90020

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;

- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.23.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the

CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.23.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.23.6 Insurance Coverage Requirements for SubCONTRACTORs: The CONTRACTOR shall ensure any and all subCONTRACTORs performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subCONTRACTORs, or
- The CONTRACTOR providing evidence submitted by subCONTRACTORs evidencing that subCONTRACTORs

maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subCONTRACTOR insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in

lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may, in his sole discretion:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *the Statement of Work*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be

deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D - CONTRACTOR's EEO Certification.

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political

affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subCONTRACTORS, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall

constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict *the* Department of Children and Family Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager and/or COUNTY Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager or COUNTY Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subCONTRACTOR to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - COUNTY's Administration, and F - CONTRACTOR's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and

Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- The CONTRACTOR shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or

other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of

the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- A description of the work to be performed by the subCONTRACTOR;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the COUNTY.
- 8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subCONTRACTOR in the same manner and to the same degree as if such subCONTRACTOR(s) were CONTRACTOR employees.
- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subCONTRACTOR employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subCONTRACTORs of this COUNTY right.
- 8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subCONTRACTOR employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subCONTRACTORs and their

officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subCONTRACTOR maintains all the programs of insurance required by the COUNTY from each approved subCONTRACTOR. The CONTRACTOR shall ensure delivery of all such documents to:

Walter Chan, DCFS Contracts Administration
425 Shatto Place, 4th Floor
Los Angeles, CA 90020

before any subCONTRACTOR employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected

by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.42.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subCONTRACTOR, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subCONTRACTOR, and if such default arises out of causes beyond the control of both the CONTRACTOR and subCONTRACTOR, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subCONTRACTOR" and "subCONTRACTORS" mean subCONTRACTOR(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the the Department of Children and Family Services, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR;
- or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The

COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 REGULATORY REQUIREMENTS

This Agreement is made possible by funds received from the State of California, as well as the Federal government of the United States of America.

In order to secure the funding for this Agreement, the CONTRACTOR agrees to comply with the following:

- The mandatory standards and policies relating to energy efficiency in the California State energy conservation plan (Title 24, California Administrative Code).
- Section 306 of the Clean Air Act (42 USC 1857[h])
- Section 508 of the Clean Water Act (33 USC 1368)
- Executive Order 11738
- Environmental Protection Agency Regulations (40 CFR Part 15)
- Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60)
- California Welfare and Institutions Code Section 10850
- MPP Division 19
- Applicable portions of the Social Security Act
- Applicable portions of State Department of Social Services Manual of Policies and Procedures

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **VIP XO, Inc.**

By _____

Name _____

Title _____

By _____

Name _____

Title _____

COUNTY OF LOS ANGELES

By _____

Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY Counsel

By _____

Kathy Bramwell, Senior Deputy COUNTY Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULES
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR EMPLOYEE (G1) AND NON EMPLOYEE (G2)
ACKNOWLEDGMENT, AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J AUDITOR CONTROLLER HANDBOOK
- K IRS NOTICE 1015
- L CHARITABLE CONTRIBUTIONS CERTIFICATION

COUNTY OF LOS ANGELES
DEPARTMENT
OF
CHILDREN AND FAMILY SERVICES

INDEPENDENT LIVING PROGRAM
TRANSPORTATION SERVICES

STATEMENT OF WORK

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES**

STATEMENT OF WORK

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**Exhibit A
Statement of Work**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES**

STATEMENT OF WORK

PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|--|--|
| <input type="checkbox"/> Responsiveness | <input type="checkbox"/> Integrity |
| <input type="checkbox"/> Professionalism | <input type="checkbox"/> Commitment |
| <input type="checkbox"/> Accountability | <input type="checkbox"/> A Can-Do Attitude |
| <input type="checkbox"/> Compassion | <input type="checkbox"/> Respect for Diversity |

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's

Exhibit A

Statement of Work

health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ☐ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ☐ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ☐ There is no “wrong door”: wherever a family enters the system is the right place.
- ☐ Families receive services tailored to their unique situations and needs.
- ☐ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ☐ The COUNTY service system is flexible, able to respond to service demands for both the COUNTYwide population and specific population groups.
- ☐ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ☐ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ☐ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ☐ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ☐ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ☐ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

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- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service And Satisfaction Standards in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

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Statement of Work

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

Exhibit A

Statement of Work

1.0 SCOPE OF WORK

- 1.1 CONTRACTOR shall provide transportation services for foster youth enrolled in the Department of Children and Family Services (DCFS) Independent Living Program and Early Start to Emancipation Program.
- 1.2 CONTRACTOR shall provide all vehicles, labor, and supplies to perform the services specified in this Statement of Work.
- 1.3 All work shall be performed in the COUNTY of Los Angeles.
- 1.4 The safety of children under the care of DCFS shall be the utmost importance guiding any activity performed under this Contract by CONTRACTOR.
- 1.5 CONTRACTOR shall exhibit sensitivity to the diverse cultural backgrounds of COUNTY of Los Angeles population at all times during performance of work under this Contract.
- 1.6 Independent Living Program (ILP)

ILP classes are currently contracted with the Community Colleges Foundation (CCF) and held at various CCF community colleges. One to six ILP modules may be scheduled annually at each CCF community college. An ILP module consists of two (2) classes per week for a period of five (5) weeks. Classes begin at 6:00 p.m. and end at 9:00 p.m. during the week. Classes may be scheduled Monday and Wednesday evenings or Tuesday and Thursday evenings. Class sizes may range from ten (10) to twenty-five (25) youth. If a class falls on a holiday, classes may not be held on that day. A make up class will be held on a Saturday from 9:00 a.m. to 3:00 p.m. Saturday make-up classes will be reflected on the schedule of ILP Modules. It is anticipated that there will be approximately 85 modules per year at various community college campuses requiring transportation of approximately 10 to 25 youth for each module. Youth will be picked up at their individual homes, transported to the community colleges, and returned to their individual homes. COUNTY does not guarantee a minimum or a maximum number of modules and or the number of youth, both of which will be adjusted according to COUNTY needs. See chart in Sub-paragraph 1.8 below for estimated workload. COUNTY reserves the right to change the ILP schedule of classes and/or class locations according to the needs of the COUNTY.

1.7 Estimated Transportation Services Workload

Program	CCF Colleges	No. of Modules Per College	No. of Modules Per Year	Length of Module	Classes per Module	Classes per Year	Transportation Needs
ILP	19	1 - 6	85	5 weeks	10 (Mon & Wed or Tue & Thur)	850	10 – 25 youth each class meeting

Exhibit A

Statement of Work

2.0 DEFINITIONS

- 2.1 Activity Schedule: The schedule of ILP Modules and class dates prepared by CCF in conjunction with COUNTY'S Department of Children and Family Services.
- 2.2 ILP Route Report: Document submitted by CONTRACTOR to COUNTY for each ILP Module that shows name of youth, shortest round trip mileage, written narrative of route to be followed, and estimated one way travel time.

3.0 GENERAL REQUIREMENTS

- 3.1 CONTRACTOR must maintain current required business licenses, including a valid Transportation Charter Party Permit issued by the State of California Public Utilities Commission.
- 3.2 CONTRACTOR must maintain a business office and vehicle dispatch facilities within the COUNTY of Los Angeles for the duration of the Contract. CONTRACTOR'S dispatch facilities must be staffed at least two hours prior to the start of service and one hour after the end of service under this Contract. CONTRACTOR'S employee on duty must have the authority to schedule CONTRACTOR'S vehicles, supervise CONTRACTOR'S employees, and to respond to inquiries from COUNTY and COUNTY clients.
- 3.3 CONTRACTOR must maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR'S drivers providing service under this Contract. Reports shall be available to the COUNTY's Project Manager (CPM) on request. COUNTY reserves the option of doing a DMV check on CONTRACTOR'S drivers once a year.
- 3.4 CONTRACTOR must maintain copies of most recent California Highway Patrol (CHP) vehicle inspection reports for all vehicles with seating for 11 or more persons including driver. Reports shall be made available to the CPM on request.
- 3.5 CONTRACTOR must maintain records of PUC, DOT or CHP or other (acceptable to COUNTY) drug and alcohol testing for drivers providing service under this Contract. Records shall be available to the CPM upon request.
- 3.6 CONTRACTOR must maintain records of annual first aid/CPR training for drivers providing service under this Contract. Records shall be available to the CPM upon request.
- 3.7 CONTRACTOR'S drivers shall have a cellular or other mobile telephone in working condition, in each vehicle, for communication with CONTRACTOR'S dispatcher.
 - 3.7.1 CONTRACTOR shall ensure that no driver will utilize the provided cellular or other mobile telephone while in the act of driving unless an emergency or other similar condition exists that necessitates such use. Use of the

Exhibit A

Statement of Work

cellular or other mobile phone in any other circumstance shall only occur when the vehicle is not in motion, and the driver is not involved in the act of driving.

- 3.8 CONTRACTOR shall ensure that vehicles to be used to transport youth are inspected daily prior to a trip for safety (tire inflation and tread wear, headlights and signal indicators, cracked/broken windows, etc.) and that communication devices on the vehicles are working properly. Inspection records shall be subject to COUNTY review upon request.
- 3.9 CONTRACTOR must ensure handicapped accessible vehicles are available for any scheduled route if required by the needs of a youth and COUNTY.
- 3.10 CONTRACTOR shall verbally notify CPM immediately regarding any incident or injury to youth, including vehicle accidents. A written Incident Report shall be submitted to the CPM within one (1) business day following a verbal notification. Complaints or concerns regarding youth shall be reported to CPM within 1 business day and followed by a written notice.

4.0 SPECIFIC REQUIREMENTS

Transportation services required by the Department of Children and Family Services for its ILP Programs is as follows.

4.1 ILP Residence Pickup Transportation Services

ILP Module classes require CONTRACTOR to transport youth from their individual residences to a designated class or event site and return them to their individual residences. An Activities Schedule listing ILP modules and dates requiring transportation services will be provided to CONTRACTOR by the COUNTY's Project Manager CPM three (3) weeks prior to the effective date of the Contract and thereafter three (3) weeks prior to the Contract anniversary date. The Activities Schedule may be revised by the CPM or designee from time to time according to changing needs of the ILP.

- 4.1.1 COUNTY will provide CONTRACTOR, ten (10) days prior to the start of each IPM Module, with a roster of youth to be transported. The roster will contain the destination, dates, class start and end times, and each youth's name and address.
- 4.1.2 CONTRACTOR will determine the shortest round-trip mileage between each youth's residence and destination displayed by any public Internet website(s) that provides mileage calculation services (e.g., yahoo.com, mapquest.com, maps.com, or emiler.com). The shortest round trip mileage is subject to COUNTY verification using public Internet sites. In cases of discrepancies regarding mileage, COUNTY shall solely determine the shortest round-trip mileage.

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Statement of Work

- 4.1.3 CONTRACTOR shall prepare an ILP Route Report for each ILP Module. The ILP Route Report shall contain the name of each youth on the route, shortest round trip mileage for each youth as determined in Sub-paragraph 4.1.2, a written narrative of the proposed route to be taken, and the estimated one-way total travel time for the route.
- 4.1.4 CONTRACTOR shall conduct trial testing of the proposed route prior to the start of each new ILP module. The test route shall be conducted between the hours of 4 and 6 p.m. on a weekday. CONTRACTOR will submit the completed ILP Route Report to the CPM five (5) business day prior to the start of the module. The CPM may require a change to a route at any time based on changing needs of the ILP Program.
- 4.1.5 Maximum one-way travel time for residence pickup routes shall not exceed one (1) hour.
- 4.1.6 Routes shall be planned to arrive at the destination not later than ten (10) minutes prior to the scheduled class.
- 4.1.7 Return transportation for a route shall be available twenty (20) minutes prior to the scheduled class end time.
- 4.2 CONTRACTOR'S drivers shall follow the COUNTY approved ILP route. Route modifications may be made only to accommodate ILP youth reported absences or failures to board. Drivers shall not make any unnecessary or unscheduled stops while driving between the designated pick-up and drop-off locations. Exceptions shall be a vehicle breakdown, natural disaster, or other event beyond control of CONTRACTOR or its driver(s).

5.0 COUNTY RESPONSIBILITY

5.1 Access

COUNTY shall provide CONTRACTOR reasonable access to personnel, pertinent documentation, and any additional information relevant to the transporting of ILP youth including class schedules, name of youth, address, and telephone number. CONTRACTOR shall hold all such information in confidence, pursuant to provisions of Sub-paragraph 7.5 of the Contract.

5.2 Annual Activities Schedule

COUNTY shall provide CONTRACTOR with an annual Activities Schedule of ILP classes and sessions, special events, and workshops three (3) weeks prior to the start of the Contract term and three (3) weeks prior to each subsequent anniversary date of the Contract.

5.3 Class Roster

COUNTY will provide CONTRACTOR with individual rosters for scheduled ILP modules, to include youth names and addresses, the destination community

Exhibit A

Statement of Work

college, and start and end times. COUNTY will fax or e-mail module rosters to CONTRACTOR five (5) business days prior to the start of each module. Module rosters are subject to change by COUNTY at any time.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.1 CONTRACTOR personnel shall be employees of CONTRACTOR. CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any CONTRACTOR employee who, in the opinion of the CPM, is unsatisfactory will be removed from service to this Contract immediately. The CPM may, at his/her sole discretion, direct CONTRACTOR to replace any of the employees CONTRACTOR has provided whom the CPM determines have performed act(s) during the performance of their work that make it inappropriate for such persons to be in contact with COUNTY clients. CONTRACTOR is to replace such employee immediately.
- 6.2 CONTRACTOR personnel must be at least eighteen (18) years of age.
- 6.3 CONTRACTOR personnel must fluently read, speak, and comprehend the English language.
- 6.4 CONTRACTOR personnel performing as vehicle drivers must hold a valid Class B drivers license with "P" endorsement issued by the State of California.
- 6.5 CONTRACTOR personnel performing as vehicle drivers shall receive at CONTRACTOR'S expense annual training in first aid/CPR by an agent certified by the American Red Cross to conduct such training.
- 6.6 CONTRACTOR personnel shall have a thorough knowledge of the work to be performed and the performance standards to be met.

7.0 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the CPM no later than fifteen (15) days after award of the Contract. The plan shall include a description of a monitoring system covering all services and deliverables required by this Statement of Work along with methods for identifying and preventing deficiencies in the quality of services. At a minimum, the plan shall include:

- 7.1 CONTRACTOR activities to be monitored to ensure compliance with all Statement of Work and Contract requirements.
- 7.2 Method of monitoring in insure Statement of Work and Contract requirements.

Exhibit A

Statement of Work

- 7.3 Frequency of monitoring
- 7.4 Samples of forms and reports to be used
- 7.5 Title and qualifications of personnel performing monitoring functions
- 7.6 A file of all inspections conducted by the CONTRACTOR, to include a clear description of the problem, the time elapsed between identification and completed corrective action, and the corrective action taken. The file shall be provided to the COUNTY upon request.

8.0 COUNTY'S QUALITY ASSURANCE

COUNTY will evaluate CONTRACTOR'S performance under the Contract using the quality assurance procedures below.

- 8.1 The COUNTY Program Manager or designee may require CONTRACTOR'S Program Manager to attend performance evaluation meetings on an as needed basis at the COUNTY'S sole discretion. If problems are identified COUNTY may require CONTRACTOR'S Program Manager to perform the following:
 - 8.1.1 Recommend methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - 8.1.2 Recommend methods for insuring uninterrupted service to COUNTY.

9.0 MONITORING

- 9.1 The CPM shall monitor CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements Summary (Attachment 4). If at any time during the term of the Contract, the work does not meet the performance standards, the CPM shall write a Contract Discrepancy Report (CDR) (Attachment 3) and issue the CDR to CONTRACTOR within 5 working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon notification by the CPM and correct the discrepancy, at CONTRACTOR'S expense, if any.
- 9.2 As indicated in Paragraph 9.1 above, a CDR will be issued by the CPM to CONTRACTOR as a means to correct all discrepancies and to preclude a recurrence. For continued same discrepancy occurrences, the CPM will reduce CONTRACTOR'S payment in accordance with the payment deduction schedule outlined below. Upon occurrence of the same discrepancy for the 4th time, the CPM may consider termination of the agreement for default, pursuant to the terms of the agreement.
 - 9.2.1 Payment Deduction
 - a. First Occurrence CDR sent, corrective action requested.

Exhibit A

Statement of Work

- b. Second Occurrence CDR sent, corrective action requested. COUNTY may deduct according to the Performance Requirements Summary, Exhibit B, Attachment 4.
- c. Third Occurrence CDR sent, corrective action requested. Mandatory deduction according to Performance Requirements Summary, Exhibit B, Attachment 4. Termination for Default may be considered and enforced by COUNTY
- d. Fourth Occurrence CDR sent, corrective action requested. \$250 deduction in addition to standard deduction according to Performance Requirements Summary, Exhibit B, Attachment 4. Issuance of "Show-Cause Letter" requiring CONTRACTOR to explain why COUNTY should not terminate the contract for default.

9.2.2 Same Deficiency Frequencies

- a. If a deficiency is not corrected prior to a follow-up inspection and/or the same deficiency reoccurs during two (2) consecutive months, the deficiency will be considered a second occurrence.
- b. If a deficiency is not corrected prior to a second follow-up inspection and/or the same deficiency reoccurs during three (3) consecutive months, the deficiency will be considered a third occurrence.
- c. If a deficiency is not corrected prior to a third follow-up inspection and/or the same deficiency reoccurs during four (4) consecutive months, the deficiency will be considered a fourth occurrence.

ATTACHMENT 1 PARTICIPATING COMMUNITY COLLEGES

ANTELOPE VALLEY COMMUNITY COLLEGE
3041 West Avenue K
Lancaster, CA 93536
661-622-6300 ext. 6251

CERRITOS COLLEGE
11110 East Alondra Blvd.
Norwalk, CA 90605
562-467-5000, ext. 4104
fax: 562-467-5005
Email: www.cerritos.edu

CITRUS COLLEGE
1000 West Foothill Boulevard
Glendora, CA 91741
626-857-4046 (direct line)
Email: www.citrus.cc.ca.us

COLLEGE OF THE CANYONS
26466 North Rockwell Canyon Road
Santa Clarita, CA 91355
661-259-7800, ext.3503
fax: 661-255-3048
Email: www.coc.cc.ca.us

COMPTON COMMUNITY COLLEGE
1111Artesia Boulevard
Compton, CA 90221
310-900-1619

EAST LOS ANGELES COLLEGE
1301 Avenida Cesar Chavez
Monterey Park, CA 91754
323-265-8641
Email: www.elac.cc.ca.us

EL CAMINO COLLEGE
16007 Crenshaw Boulevard
Torrance CA 90506
310-660-3570
fax: 310-660-3392
Email: www.elcamino.cc.ca.us

LONG BEACH CITY COLLEGE
1305 East Pacific Coast Highway
Long Beach, CA 90808
562-938-4111

LOS ANGELES CITY COLLEGE
855 North Vermont Street
Los Angeles, CA 90029
323-953-4558
fax: 323-913-0735
Email: www.lacc.cc.ca.us

LOS ANGELES HARBOR COLLEGE
1111 Figueroa Place
Wilmington, CA 90744
310-522-8366
fax: 310-537-4548
Email: www.lahc.cc.ca.us

LOS ANGELES MISSION COLLEGE
13356 Elrige Avenue
Sylmar, CA 91342
818-364-7736
fax: 818-364-7807
Email: www.lamission.cc.ca.us

LOS ANGELES PIERCE COLLEGE
6201 Winnetka Avenue
Woodland Hills, CA 91371
818-719-6425
fax: 818-710-9844
Email: www.piercecollege.com

LOS ANGELES SOUTHWEST COLLEGE
1600 West Imperial Highway
Los Angeles, CA 90047
323-241-5291
fax: 323-241-5476
Email: www.lasc.cc.ca.us

LOS ANGELES TRADE TECHNICAL COLLEGE
400 West Washington Boulevard
Los Angeles, CA 90007
213-744-9015
email: www.latt.cc.ca.us

LOS ANGELES VALLEY COLLEGE
5800 Fulton
Van Nuys, CA 91401
818-781-1200, ext. 2622
Email: www.lavc.cc.ca.us

ATTACHMENT 1
PARTICIPATING COMMUNITY COLLEGES

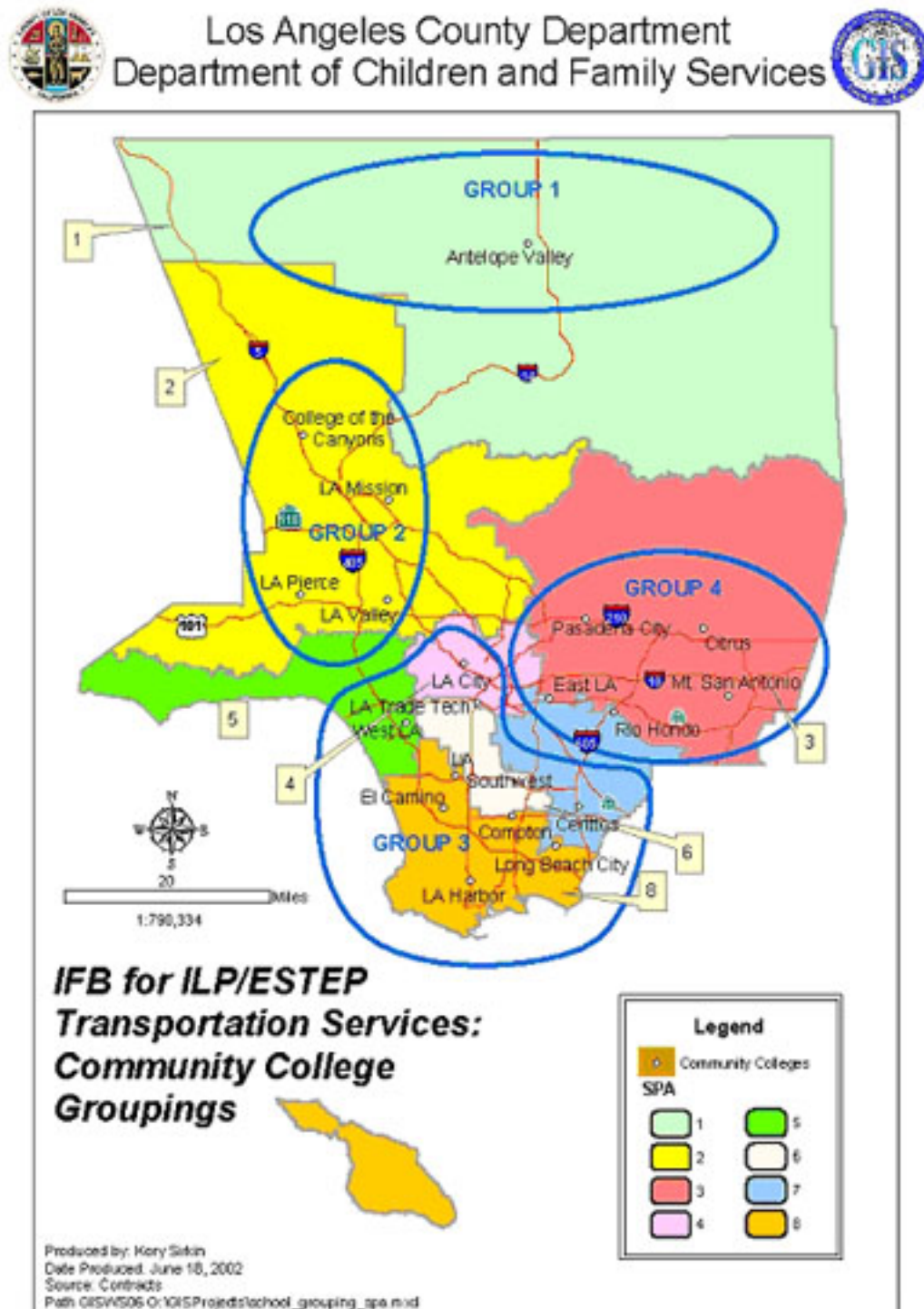
MOUNT SAN ANTONIO COLLEGE
1100 North Grand
Walnut, CA 91789
909-594-5611
Email: www.mtsac.edu

RIO HONDO COLLEGE
3600 Workman Mill Road
Whittier, CA 90608
562-692-0921, ext. 3825

PASADENA CITY COLLEGE
3035 Foothill Boulevard
Pasadena, CA 91107
626-585-7091/3037
fax: 626-585-3101
Email: www.paccd.cc.ca.us

WEST LOS ANGELES COLLEGE
4800 Freshman Drive
Culver City, CA 90230
310-287-4356
fax: 310-841-0396
Email: www.wlac.cc.ca.us

ATTACHMENT 2
TRANSPORTATION GROUP MAP



CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by CONTRACTOR: _____
 Date Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CPM

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CONTRACTOR Program Manager

..... Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CPM

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CPM Signature and Date _____

CONTRACTOR Representative's Signature and Date

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	CLAIM AMOUNT
Contract: Sub-paragraph 7.6 – Child Abuse Prevention Reporting	CONTRACTOR meets the requirements of Sub-paragraph 7.6 regarding reporting of suspected instances of child abuse.	None	Inspection, observation, interviews	\$1000 per occurrence, consideration of termination for default.
Contract: Sub-paragraph 7.6.2.2 – Child Abuse Prevention Reporting	CONTRACTOR submits a procedure to ensure reporting by those not required by Penal Code to report suspected child abuse prior to start of work.	None	Inspection of procedure	\$500 per occurrence
Contract: Sub-paragraph 5.5 – Invoices and Payment	CONTRACTOR submits timely and accurate invoices to COUNTY by 10 th calendar day of the month following service.	10 calendar days early, 5 calendar days late	Inspection of invoices	\$50 per occurrence
Contract: Paragraph 7.1 - Administration of Contract- CONTRACTOR	CONTRACTOR notifies COUNTY in writing of any change in name or address of CONTRACTOR'S Project Manager.	10 calendar days from effective date of change	Inspection & Observation	\$25 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	CLAIM AMOUNT
Contract: Sub-paragraph 7.3 – CONTRACTOR's Staff Identification	CONTRACTOR's employees are provided, and display while performing contract work, a photo ID badge that is in accordance with COUNTY specifications.	None	Inspection & Observation	\$100 per occurrence
Contract: Sub-paragraph 7.4 – Security Clearance	CONTRACTOR submits satisfactory evidence of employee background investigations prior to employees' start of work.	None	Inspection	\$200 per occurrence
Contract: Sub-paragraph 7.4 – Security Clearance	CONTRACTOR ensures that drivers do not have a criminal record involving children prior to transporting youth.	None	Inspection	\$200 per occurrence
Contract: Sub-Paragraph 7.4 – Security Clearance	CONTRACTOR employees performing work under the contract have good driving records, defined as no more than 1 point in the prior 36 months.	None	Inspection of DMV records	\$200 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	CLAIM AMOUNT
Contract: Sub-paragraph 7.5 – Confidentiality	CONTRACTOR has each employee or non-employee performing service under the Contract sign the appropriate acknowledgement and confidentiality agreement, Contract Exhibits G1 or G2.	None	Inspection	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaint Policy	CONTRACTOR submits acceptable Complaint Policy and adheres to policy.	None	Inspection	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement	CONTRACTOR maintains required records and presents to CPM on demand.	None	Inspection of files	\$100 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	CONTRACTOR obtains COUNTY'S written approval prior to subcontracting any work.	None	Inspection & Observation	\$1000 per occurrence; possible termination for default of contract
SOW: Paragraph 3.0 – General Requirements	CONTRACTOR maintains all licenses, reports, and records required by SOW Paragraph 3.0.	None	Inspection	\$250 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	CLAIM AMOUNT
SOW: Sub-paragraph 3.7 – General Requirements	CONTRACTOR vehicles used to provide service have cell phones when in use for this Contract.	None	Inspection	\$250 per occurrence
SOW: Sub-paragraph 3.8 – General Requirements	Vehicles used to provide service under this contract are safety inspected before each use.	None	Inspection	\$250 per occurrence
SOW: Sub-paragraph 3.9 – General Requirements	Handicap-accessible vehicles are provided when needed.	None	Observation	\$250 per occurrence
SOW: Sub-paragraph 3.9 – General Requirements	CONTRACTOR immediately notifies CPM regarding any incident or injury to youth and follows with written report within 1 business day.	None	Inspection, observation, interview	\$250 per occurrence
SOW: Sub-paragraph 3.10 – General Requirements	CONTRACTOR immediately notifies CPM regarding any complaints or concerns regarding youth and follows with written report within 1 business day.	None	Inspection, observation, interview	\$50 each occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	CLAIM AMOUNT
SOW: Sub-paragraph 4.1.2	CONTRACTOR accurately determines the shortest round trip mileage from youth residences or pick up point to destination.	None	Inspection and verification of round trip mileage shown on Route Reports and invoices.	\$100 per occurrence
SOW: Sub-paragraph 4.1.4	CONTRACTOR submits accurate and complete ILP Route Reports to CPM one (1) day prior to start of a Module.	None	Observation	\$500 per occurrence
SOW: Sub-paragraph 4.1.5	Maximum one-way travel time for route does not exceed one (1) hour.	None	Observation, testing	\$100 per occurrence
SOW: Sub-paragraph 4.1.6	Arrival at destination is not later than ten (10) minutes prior to class start.	None	Observation, reports from instructors	\$100 per occurrence
SOW: Sub-paragraph 4.1.7	Return transportation is available 20 minutes prior to class end	None	Observation, reports from instructors	\$100 per occurrence
SOW: Sub-paragraph 4.2	Drivers follow the approved route without unnecessary or unscheduled stops.	None	Observation, reports from youth or staff	\$500 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABL E DEVIATION FROM STANDARD	MONITORING METHOD	CLAIM AMOUNT
SOW: Paragraph 7.0 - CONTRACTOR Responsibilities	CONTRACTOR employees meet the requirements of SOW Paragraph 7.0.	None	Inspection, observation, interview	\$100 per occurrence
SOW: Paragraph 8.0 – Quality Control	CONTRACTOR submits acceptable Quality Control Plan to CPM no later than 15 days after award of the Contract.	None	Inspection	\$500.00 per occurrence

EXHIBIT B PRICING SCHEDULE

ALL TRANSPORTATION GROUPS

PRICE PRESENTATION

By submission of this price presentation, CONTRACTOR certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

A single round trip is defined and calculated as follows: (1) Mileage from the pick up location to the ILP community college location; plus (2) Mileage from the ILP community college location to the drop off location.

ILP RESIDENTIAL TRANSPORTATION PRICE

ROUND TRIP MILEAGE CLASSIFICATION	ILP PRICE PER YOUTH ROUND TRIP
0.0 miles to 10.0 miles	<u>\$13.70</u>
10.01 miles to 20.0 miles	<u>\$13.70</u>
20.01 miles to 30.0 miles	<u>\$13.70</u>
30.01 miles and above	<u>\$13.70</u>

EXHIBIT B-1
CONTRACTOR'S BUDGET
PERSONNEL COSTS

A. Salaries and Wages

Position	No of Positions	Monthly Salary	% of Time	Months	12-Month Budget by Line Item
Driver	18	1550	20%	12	66,960
Manager	2	3000	20%	12	14,400
A. Total					81,360

B. Employee Benefits

Type of Benefits	Percent %	Salaries Subject to Employee Benefits	12-Month Budget by Line Item
N/A			
B. Total			0

TOTAL PERSONNEL COSTS (A + B)	81,360
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NON-PERSONNEL COSTS

C. Training Costs

<u>Description</u>	<u>Period (Month)</u>	<u>Allowance</u>	<u>12-Month Budget by Line Item</u>
	<u>200</u>		<u>2,400</u>
<u>C. Total</u>			<u>2,400</u>

D. Facilities Costs

<u>Description</u>	<u>Period (Month)</u>	<u>Allowance</u>	<u>12- Month Budget by Line Item</u>
	<u>1000</u>		<u>12,000</u>
<u>D. Total</u>			<u>12,000</u>

E. Consumable Supplies

<u>Description</u>	<u>Period (Month)</u>	<u>Allowance</u>	<u>12-Month Budget by Line Item</u>
<u>Gasoline</u>	<u>4200</u>		<u>50,400</u>
<u>E. Total</u>			<u>50,400</u>

F. Other Costs

<u>Description</u>	<u>Period (Month)</u>	<u>Allowance</u>	<u>12-Month Budget by Line Item</u>
<u>Insurance</u>	<u>2000</u>		<u>24,000</u>
<u>F. Total</u>			<u>24,000</u>

G. Equipment (Rent/Lease/Purchase must be indicated)

<u>Description</u>	<u>Period (Month)</u>	<u>Allowance</u>	<u>12-Month Budget by Line Item</u>
<u>Vehicles</u>	<u>2000</u>		<u>24,000</u>
<u>G. Total</u>			<u>24,000</u>

TOTAL PERSONNEL COSTS (A + B)	<u>81,360</u>
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<u>TOTAL NON-PERSONNEL COSTS</u> <u>(Sum of Lines C through G)</u>	<u>112,800</u>
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<u>TOTAL OPERATING COSTS)</u> <u>(Sum of Personnel & Non-Personnel Costs)</u>	<u>194,160</u>
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EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULES

(Schedules to be added as approved by COUNTY)

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

<Original is on file with Department of Children and Family Services>

BIDDER'S EEO CERTIFICATION

Vip XO
Company Name
341 E. Alondra Ave Gardena CA 90248
Address
84-1652517
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Bidder, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION

YES NO

- | | | |
|--|--------------|-----|
| 1. Bidder has a written policy statement prohibiting discrimination in all phases of employment. | (<u>✓</u>) | () |
| 2. Bidder periodically conducts a self-analysis or utilization analysis of its work force. | (<u>✓</u>) | () |
| 3. Bidder has a system for determining if its employment practices are discriminatory against protected groups. | (<u>✓</u>) | () |
| 4. Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables when areas are identified in employment practices. | (<u>✓</u>) | () |

P-1 [Signature]
Signature
Francisco Rezaizadi

7/9/05
Date
President
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY PROGRAM MANAGER

LILI AHMADI
ILP Administration
3530 Wilshire Blvd. Suite 400
Los Angeles, CA 90010
213.351.0132
213.637.0042

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROGRAM MANAGER

GERRY MCDANIEL
341 E. Alondra Avenue
Gardena, CA
310.538.5179
310.217.1518 FAX

**CONTRACT FOR
ILP TRANSPORTATION SERVICES
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

CONTRACTOR Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
ILP TRANSPORTATION SERVICES
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a contract with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Non-Employee Acknowledgement, and Confidentiality, Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any agreement between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced CONTRACTOR for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer

CONTRACTOR Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced CONTRACTOR and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H
CONTRACTOR'S JURY SERVICE ORDINANCE
<Original on file with Department of Children and Family Services>

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Invitation for Bid is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Bidders or proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder or proposer is excepted from the Program.

Company Name:	Vip XO		
Company Address:	341 E. Alondra Ave		
City:	Carobena	State:	CA
Telephone Number:	310.538.5179	Zip Code:	90248
Solicitation For (Type of Goods or Services):	Transportation		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Francisco Rezaadhi	Title:	President
Signature:	<i>[Signature]</i>	Date:	8/10/05

EXHIBIT I
SAFELY SURRENDERED BABY LAW



Los Angeles County
Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Don't Abandon Your Baby.

No shame.

No blame.

No names.

You have a better choice:

**Bring your newborn to any Los Angeles
County hospital emergency room or fire station.**

1-877-BABY SAFE

1-877-222-9723



Every child deserves a chance for a healthy life. For three days after you give birth, you can give up your baby at any Los Angeles County hospital emergency room or fire station. No shame. No blame. No names.

www.babysafela.org

EXHIBIT J

AUDITOR - CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by COUNTY departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (CONTRACTORS) who contract with the COUNTY.

AUDITOR-CONTROLLER

CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR) which contract with the Los Angeles COUNTY.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subCONTRACTORS must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

CONTRACTORS may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ♦ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ♦ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 Accounting System

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- ☐ date
- ☐ check number
- ☐ cash (credit) column
- ☐ expense account name
- ☐ description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each COUNTY program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- □ The COUNTY recommends that agents use the expense account titles on the monthly invoice submitted to the COUNTY.
- □ If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- □ CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- □Name
- □Position
- □Social Security Number
- □Salary (hourly wage)
- □Payment Record including:
 - □accrual period
 - □gross pay
 - □itemized payroll deductions
 - □net pay amount
 - □check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent CONTRACTORS.

2.7 CONTRACTOR Invoices

Each agent shall present an invoice to the COUNTY each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the COUNTY's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the COUNTY.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is

the maximum COUNTY's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically

- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- □invoices – vender name and date
- □checks – number
- □vouchers –number
- □revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles COUNTY.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the COUNTY within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subCONTRACTORS.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 **Disbursements**

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the COUNTY.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The COUNTY recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of COUNTY property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets, in accordance with their Contract.

5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost

Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The COUNTY will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subCONTRACTOR payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method

- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties

- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

EXHIBIT K
IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at **www.irs.gov**.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?
Notice 1015**

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)

EXHIBIT L
CONTRACTOR'S CHARITABLE CONTRIBUTIONS CERTIFICATION
<Original on file with Department of Children and Family Services>

CHARITABLE CONTRIBUTIONS CERTIFICATION

Vip XO
Company Name

541 E. Alondra Ave Gardena CA 90248

Address

84-1652517

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Bidder has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of any resulting agreement with the County, it will timely comply with them and provide County with a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

☒ Yes [] No

-OR-

Bidder is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

[] Yes ☒ No

P. Perez
Signature

8/10/05
Date

Francisco Rezende President
Name and Title (please type or print)